

2023 TransPerfect Music City Bowl Giveaway

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **Eligibility:** The 2023 TransPerfect Music City Bowl Giveaway is open only to permanent, legal United States residents who are physically residing in one (1) of the fifty (50) United States (and/or the District of Columbia) (excluding Puerto Rico, Guam, the Virgin Islands and other United States territories), and who are at least eighteen (18) years old at the time of entry. Officers, directors, and employees of Sponsor (as defined below), members of these persons' immediate families (spouses and/or parents, children, and siblings, and each of their respective spouses, regardless of where they reside), and/or persons living in the same households as these persons (whether or not related thereto) are not eligible to enter or win the Promotion. Participation constitutes the entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein, including compliance with these Official Rules. The Promotion is subject to all applicable federal, state, and local laws and void where prohibited.

2. **Sponsor:** The Sponsor is: TransPerfect Translations International Inc., a New York corporation, 1250 Broadway, 32nd Floor New York NEW YORK 10001 ("**TransPerfect**" or "**Sponsor**").

3. **Timing:** The Promotion will begin on December 6, 2023, at 12:00 P.M. EST, and will end on December 14, 2023 at 11:59 P.M. EST, unless 10,000 Entries are received before that date, in which case the Promotion will end upon Sponsor's receipt of the 10,000th Entry ("**Promotion Period**").

4. **Number of Entries:** The Promotion is limited to 10,000 total Entries. One (**1**) comment is one entry and is not limited per participant.

5. **How to Enter:** To enter the Promotion, during the Promotion Period, visit <https://www.instagram.com/transperfectgram/> (the "**Website**"), and follow the post and instructions to complete and submit the entry form, which includes (1) following the accounts of both TransPerfect and TransPerfect Music City Bowl (2) Commenting on the post and tagging one account per comment (the "**Entry**" or "**Entries**"). Once you follow, comment, you submit your Entry, it cannot be modified or changed. If you choose to submit your Entry via your web-enabled mobile device, data rates may apply. See your wireless service provider for details on rates and capabilities. All Entries become the property of Sponsor and will not be acknowledged. Each entrant may submit multiple Entries during the Promotion Period. Use of any automated system to participate is prohibited, including by script, macro or other automated means and will result in disqualification. Entries that are incomplete, garbled, corrupted, fraudulent, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted.

In the event of a dispute over the identity of an entrant, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access

provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder. Entries received after December 14, 2023 at 11:59 PM EST will not be eligible for the Promotion. Sponsor's computer shall be the official time-keeping device for all matters related to this Promotion.

6. Promotion Operation: The 2023 TransPerfect Music City Bowl Giveaway consists of an Instagram grid post by TransPerfect and TransPerfect Music City Bowl, not sponsored by Instagram. Entrants must be following both accounts, and must comment on the post by tagging another person they plan to bring to this year's game during the promotional period. There will be a first, second, and third-place winner. Following the close of the Promotion Period and prior to 2:00 P.M. EST on December 15, 2023, Sponsor will select a winner based on the entries received.

7. Prize Winner Drawings and Notification: On or about December 15, 2023, the winner will be selected from the Giveaway entries through a random drawing by representatives of Sponsor. Sponsor will make two (2) attempts to notify the Prize winner on Instagram, submitted at the time of entry. The potential Prize winner may be required to execute and return an affidavit of eligibility, release of liability, and, except where prohibited, publicity release (collectively, "**Promotion Documents**") within three (3) days of such notification. Noncompliance within this time period will result in disqualification, and, at Sponsor's sole discretion an alternate potential Prize winner may be selected by random drawing from the remaining eligible Social Giveaway Winners. If a potential Prize winner cannot be reached, is found to be ineligible, cannot or does not comply with these Official Rules, or if a Prize (as defined below) or Prize notification is returned as undeliverable, the potential Prize winner will be disqualified and time permitting, at Sponsors' sole discretion, an alternate potential Prize winner may be selected by random drawing from the remaining eligible Squares Grid Winners. Limit one (1) Prize (defined below) per family or household. The decisions of Sponsor as to the administration and operation of the Promotion and the selection of the potential winners are final and binding in all matters related to the Promotion.

8. Prizes: A minimum number of one prize will be eligible for award in this Promotion. Winners will be eligible to receive one of the following Prizes, selected by random drawing pursuant to section 7 of these Official Rules:

ONE (1) GRAND PRIZE: Two (2) tickets to the 2023 Music City Bowl and a VIP Swag Pack, including a branded JBL Speaker and Game Sweatshirt. Actual Retail Value ("ARV"): \$350 USD

Grand Prize winner must be able to attend the 2023 Music City Bowl or the Grand Prize will be forfeited. All expenses and incidental travel costs, including but not limited to, hotel cost, lodging fees, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Sponsor is not responsible if the event is delayed, postponed or canceled for any reason, in which event that portion of the prize is forfeited in its entirety, and no substitution will be provided except as in Sponsor's sole discretion. Winner will not receive the difference between actual and approximate retail value. Grand Prize(s) cannot be transferred by the winner or redeemed for cash and is valid only for the items detailed above, with no substitution of Grand Prize by winner.

For Prizes: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the applicable entry period. Limit: of one (1) prize per person. Total ARV for grand prize: \$350 USD. Prizes will be fulfilled approximately 1 – 2 weeks after winner confirmation is complete. If a winner is a resident of the United States, they may receive an IRS form 1099 and will be responsible for all taxes associated with acceptance of the prize.

9. Release: By participating in the Promotion, including but not limited to receipt of any prize, winners agree to release and hold harmless Sponsor and its subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "**Released Parties**") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize. Further, each winner may be required to agree that Sponsor and/or respective agents will be taking video or photographs and/or otherwise record aspects of the winners' redemption of the prize. Each winner hereby grants permission to and hereby agrees that Sponsor shall own the prize footage and that Sponsor, and the Released Parties, shall have the right to edit, exploit, adapt, distribute, post, create derivative works of, and otherwise use the prize footage, in whole or in part, and in combination with other materials, in any manner, for any advertising, promotional, trade, commercial or other purposes in any and all media, now or hereafter devised, worldwide in perpetuity, without further payment or consideration, notification or permission.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of the Official Rules. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Publicity: Except where prohibited, participation in the Promotion constitutes each winner's consent and/or permission to Sponsor's (and/or its agents') use of winner's name, likeness, prize footage, photograph, voice, opinions and/or hometown and state or province for promotional purposes in any media, worldwide, without further notification, permission, approval, payment or consideration.

12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information regardless of cause, including but not limited to incorrect or inaccurate information caused by entrants, digital and hard copy printing errors, or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; (5)

late, lost, undeliverable, damaged or stolen email; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If the Promotion, or any part of it, is discontinued for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

13. Dispute Resolution: You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Promotion or the Official Rules, will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Sponsor arising out of, connected to, or in any way related to the Promotion or the Official Rules you will send a written notice to the Sponsor ("**Demand**"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules. You must send the Demand to the following address (the "**Notice Address**"): TransPerfect Translations International Inc., a New York corporation, 1250 Broadway, 32nd Floor New York NEW YORK 10001. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until ten (10) business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within ten (10) business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "**Arbitrator**"). This arbitration provision limits the ability of you, and Sponsor to litigate claims in court and you, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate. You agree that you will not file a class action or collective action against Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Sponsor agrees that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, and

Sponsor in connection with the Promotion, or any claim or dispute that has arisen or may arise between you and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be New York, New York. This arbitration provision shall survive conclusion, modification or termination of the Promotion and suspension, revocation, closure, modification, or amendments to the Official Rules, and any aspect of the relationship of the parties relating to or arising from participation in the Promotion.

14. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's Privacy Policy (<https://www.transperfect.com/privacy>).

15. Winner List: For a winner list, visit <https://www.transperfectbowl.com/>. The winner list will be posted after winner confirmation is complete on or about December 15, 2023.

16. Promotion Emails: By participating in the 2023 TransPerfect Music City Bowl Giveaway, you agree to receive emails related to the Promotion, including, but not limited to, a registration confirmation email.

17. Managing your Email Preferences: If you would like to opt-out of receiving communications from us, please visit <https://www.transperfect.com/privacy/opt-out> to manage your email preferences, including unsubscribing.

18. Name Removal Notification System: If you would like your name removed from TransPerfect's mailing list, please visit www.transperfectbowl.com to manage your mailing preferences, and your name will be removed within 60 days of the request.